

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT TACOMA

OLYMPIC FOREST COALITION, a)
Washington nonprofit corporation,)
)
Plaintiff,)
)
v.)
)
UNITED STATES FOREST SERVICE,)
an agency of the United States Department)
of Agriculture, and LINDA GOODMAN,)
Regional Forester, Pacific Northwest)
Region of the Forest Service,)
)
Defendants.)
_____)

Civil No. 07-5344-RBL

**STIPULATED SETTLEMENT
AGREEMENT AND
ORDER REGARDING ATTORNEY’S
FEES AND COSTS**

NOTE ON MOTION CALENDAR:
October 30, 2008

NO ORAL ARGUMENT REQUESTED

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WHEREAS, this Court in its Order dated May 9, 2008, (Doc. No. 38) found in favor of Plaintiff on its procedural claim under NEPA regarding the United States Forest Service's use of a June 8, 2007 letter to cure a defect that the Court found in the Environmental Assessment for the Bear Creek Saddle Project regarding the analysis of consistency with Aquatic Conservation Strategy objectives;

WHEREAS, Plaintiff and Defendants (collectively, “the Parties”) believe that it is in the interests of judicial economy to avoid further litigating a request for attorneys’ fees and costs and to avoid diverting Agency resources;

1. Defendants agree to pay the lump sum total of sixty-nine thousand dollars (\$69,000.00) in full and complete satisfaction of any and all claims, demands, rights, and causes of action pursuant to the Equal Access to Justice Act, 28 U.S.C. § 2412(d), and/or any other statute and/or common law theory, for all attorneys' fees and costs incurred by Plaintiff in this litigation.

STIPULATED SETTLEMENT AGREEMENT
AND [PROPOSED] ORDER REGARDING
ATTORNEY'S FEES AND COSTS

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Agreement and will make every reasonable effort to provide for such payment to be transmitted within sixty (60) days of the Court's approval.

3. Plaintiff agrees that receipt of this payment from Defendants shall operate as a release of any and all claims for attorneys' fees and costs that Plaintiff may seek to pursue in this matter relating to the litigation or settlement. This Court shall retain jurisdiction to enforce the terms of this Stipulated Agreement, if necessary, until Defendants' payment referenced in paragraph 1 above, has been made.

4. Defendants' payment, as identified in Paragraph 1 above, shall be accomplished by Defendants making an electronic payment in the settlement amount of \$69,000.00 to Plaintiff Olympic Forest Coalition (Taxpayer ID # 22-3865-041) in accordance with information that has been provided to Defendants. Plaintiff agrees to send confirmation of the receipt of the payment within 14 days of such payment.

5. Except for the obligations specifically required under this Stipulated Agreement, Plaintiff agrees to hold harmless Defendants in any litigation, further suit, or claim arising from the payment of the agreed-upon \$69,000.00 settlement amount to Plaintiff as provided in Paragraph 4 above.

6. Nothing in the terms of this Stipulated Agreement shall be construed to limit or deny the power of the federal government to promulgate or amend regulations.

7. No provision in this Stipulated Agreement shall be interpreted as a commitment or requirement that Defendants obligate or pay funds in violation of the Anti-Deficiency Act 31 U.S.C. § 1341, or any other law or regulation.

8. This Stipulated Agreement does not represent an admission by any Party to any fact, claim, or defense in any issue in this lawsuit. This Stipulated Agreement has no precedential value and shall not be used as evidence of such in any litigation.

1 9. The undersigned representatives of the Parties certify that they are fully authorized by the
2 party or parties whom they represent to enter into the terms and conditions of this
3 Stipulated Agreement and to legally bind the Parties to it.
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5 IT IS HEREBY AGREED.

6 Date: October 30, 2008
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8 /s/ R. Scott Jerger (via email permission)

9 R. Scott Jerger
10 Field Jerger, LLP
610 SW Alder Street, Suite 910
11 Portland, OR 97205
Tel: (503) 228-9115
12 scott@fieldjerger.com

13 Chris Winter
14 Cascade Resources Advocacy Group
917 SW Oak Street, Suite 417
15 Portland, OR 97205
Tel: (503) 525-2725
16 chris@crag.org

17 On behalf of Plaintiff

18 Date: October 30, 2008

19 RONALD J. TENPAS
Assistant Attorney General

20 /s/ Beverly F. Li
21 BEVERLY F. LI (WSBA # 33267)
22 Trial Attorney
U.S. Department of Justice
23 Environment & Natural Resources Div.
P.O. Box 663
24 Washington, DC 20044-0663
Telephone: (202) 353-9213
25 Facsimile: (202) 514-8865

26 STIPULATED SETTLEMENT AGREEMENT
27 AND [PROPOSED] ORDER REGARDING
28 ATTORNEY'S FEES AND COSTS

UNITED STATES ATTORNEY
700 Stewart Street, Suite 5220
Seattle, WA 98101-1271
Telephone: 206-553-7970

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On behalf of Federal Defendants

Date: October 30, 2008

STIPULATED SETTLEMENT AGREEMENT
AND [PROPOSED] ORDER REGARDING
ATTORNEY'S FEES AND COSTS

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